

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
LUBBOCK DIVISION**

MARISSA TORRES, Individually and       §  
On Behalf of All Similarly Situated  
Persons,  
                Plaintiff,

V.   §       CIVIL ACTION NO. 5:20-cv-0212-H

CHAMBERS PROTECTIVE SERVICES,  
INC., JOHN CHAMBERS, CHRISTINA  
CHAMBERS, JAMES CHAMBERS,  
AMBER CHAMBERS ARRIAGA, and  
ALLEN CHAMBERS,  
                Defendants.                               §       JURY DEMANDED

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**JOINT MOTION FOR APPROVAL OF SETTLEMENT  
AND DISMISSAL WITH PREJUDICE**

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Plaintiffs Marissa Torres, David Avila, Steve Pozo, Darquinton Cleveland, and Yamine Patel (“Plaintiffs”) and Defendants, Chambers Protective Services, Inc., John Chambers, Christina Chambers, James Chambers, Amber Chambers Arriaga ,and Allen Chambers (“Defendants”) (together, the “Parties”), jointly move for approval of their settlement agreement and dismissal of this lawsuit:

1.       On September 4, 2020, Plaintiff Marissa Torres filed this lawsuit against Defendants for overtime pay and associated relief under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”). *See* Dkt. 1. The remaining Plaintiffs seeking approval of their settlement filed consent forms to join this lawsuit.

2.       Defendants deny that Plaintiffs are entitled to the relief requested.

3.       The Parties recognize and agree that a bona fide dispute exists regarding Plaintiffs’ claims for unpaid overtime. The Parties dispute the number of hours worked by the Plaintiffs and

the amount of damages claimed.

4. To avoid further litigation costs, the Parties engaged in detailed, arms' length settlement negotiations, and engaged in a mediation with mediator Dennis Clifford of Houston, Texas.

5. The Parties then reached a mutually acceptable resolution of their dispute and agreed to the terms of a Settlement Agreement and Release (filed either with this pleading separately under seal as Exhibit A).

6. At all times throughout the negotiation process, the Parties have been represented by counsel.

7. The Parties agree that the Settlement Agreement represents a fair and equitable compromise of a bona fide dispute under the FLSA. Under this Agreement, Plaintiffs' counsel received payment of approximately one-half of fees billed in this matter, and all costs and expenses incurred, and the workers are receiving payment, net of attorney's fees and costs, of approximately 1.45 times their actual damages, paid in 2 installments. *See* 29 U.S.C. §§ 216(b), 255, 260.

8. The Parties request that the Court enter an order approving the Settlement Agreement and dismiss the lawsuit with prejudice.

Respectfully submitted,

/s/ Josef F. Buenker

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ATTORNEY-IN-CHARGE FOR DEFENDANTS

**CERTIFICATE OF SERVICE**

I hereby certify that on November 19, 2021, I electronically filed a copy of the foregoing pleading and served it by electronic transmission through the Court's CM/ECF system.

/s/ Josef F. Buenker  
Josef F. Buenker